

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2014 – 123**

**RESOLUTION OF THE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS  
FOR THE OLIVER ROAD PARK AND RIDE IMPROVEMENT PROJECT AND  
AWARDING THE CONTRACT TO SWANK CONSTRUCTION, INC.**

**WHEREAS**, the bid opening for the Oliver Road Park and Ride Improvement Project took place on May 8, 2014; and

**WHEREAS**, the apparent low bidder was Swank Construction, Inc., in the amount of \$662,794.00; and

**WHEREAS**, staff has reviewed the bid proposal and DBE documents from Swank Construction, Inc., and found them to be in order; and

**WHEREAS**, the project will be paid for using specific State and Federal transportation revenue resources, and no general fund monies will be used to support this contract; and

**WHEREAS**, staff is recommending that the City Council award the contract to Ghilotti Construction Company as the lowest responsive and responsible bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The plans and specifications for the Oliver Road Park and Ride Improvement Project are hereby approved.

Section 2. The project is budgeted in the adopted 2013/2014 Budget and Ten-Year Financial Plan in the Streets Capital Projects Fund (252). A Federal Transit Administration Grant and Transportation Development Act Funds are being used to pay for the project.

Section 3. The City Manager is authorized to enter into a contract with Swank Construction Inc. for the Oliver Road Park and Ride Improvement Project in the amount of \$662,794.00.

Section 4. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 5. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

**PASSED AND ADOPTED** this 3rd day of June 2014, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

NOES: COUNCILMEMBERS: Bertani

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

Harry F. Price  
MAYOR

ATTEST:

Karen L. Rees

CITY CLERK

pw

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 26<sup>th</sup> day of June, 2014, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and SWANK CONSTRUCTION, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

### I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

#### **OLIVER ROAD PARK & RIDE IMPROVEMENT PROJECT**

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

a. Plans prepared for same by NCE, Vallier Design Associates, and Fehr & Peers (both sub-contractors)

numbered G1, G2, C1, C2, C3, C4, C5, D1, D2, D3, L1.1, L1.2, L2.1, L2.2, L2.3, E1, E2, E3, E4, E5 (20 sheets)

and dated March 2014.

b. Advertisement for Bids.

c. The Accepted Bid, dated May 7, 2014.

d. Instructions to Bidders.

e. Specifications consisting of:

- 1) Technical Specifications.
- 2) Appendix.
- 4) City of Fairfield Standard Details and Specifications, 1998 edition.
- 5) Standard Specifications issued by State of California, Department of Transportation, Division of Highways (2010).

- f. Performance Bond, dated June 12, \_\_\_\_\_, 2014.
- g. Labor and Material Bond, dated June 12, \_\_\_\_\_, 2014.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

## II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. Construction work shall be completed within 75 working days after the date of written notice to proceed and 90 calendar days for completion of the landscape maintenance period after the construction of the project is deemed substantially complete and the landscape has been satisfactorily installed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the City Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LD's) an amount equal to Five Hundred Dollars (\$500) for each calendar day or fraction thereof that expires after the time specified herein for the Contractor to complete the work and the facility or improvements are usable for its intended use. LD's shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LD's shall not cover the cost to of complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

## III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 6 of the General Provisions.

City of Fairfield  
Oliver Road Park and Ride Improvement Project

Item	Specification Section	Description	Unit	Quantity	Unit Price	Total
1	10-1.08	Mobilization and Demobilization	LS	1	\$ 8,000.00	\$ 8,000.00
2	10-1.12	Water Pollution Control	LS	1	\$ 4,000.00	\$ 4,000.00
3	10-1.13	Demolition	LS	1	\$ 38,000.00	\$ 38,000.00
4	10-1.15	Clearing and Grubbing	LS	1	\$ 3,000.00	\$ 3,000.00
5	10-1.16	Soil Preparation	SF	11,200	\$ 0.50	\$ 5,600.00
6	10-1.16	Soil Import	CY	65	\$ 98.35	\$ 6,392.75
7	10-1.16	Fine Grading Landscape Areas	SF	11,200	\$ 0.70	\$ 7,840.00
8	10-1.16	24-Inch Box Tree	EA	39	\$ 373.75	\$ 14,576.25
9	10-1.16	1-Gallon Shrub/Ground Cover	EA	439	\$ 10.64	\$ 4,670.96
10	10-1.16	5-Gallon Shrub/Ground Cover	EA	448	\$ 25.30	\$ 11,334.40
11	10-1.16	5-Gallon Vine	EA	7	\$ 32.20	\$ 225.40
12	10-1.16	Mulch	SF	11,200	\$ 0.75	\$ 8,400.00
13	10-1.17	Swale and Bio-Detention Swale	SY	594	\$ 41.10	\$ 24,413.40
14	10-1.18	Irrigation	LS	1	\$ 68,000.00	\$ 68,000.00
15	10-1.19	Utility Trench Repair	LF	770	\$ 15.00	\$ 11,550.00
16	10-1.21	Full-Depth Reclamation with Portland Cement (11-inch Depth)	SY	3,488	\$ 4.00	\$ 13,952.00
17	10-1.21	Portland Cement for Full Depth Reclamation	Ton	69	\$ 138.00	\$ 9,522.00
18	10-1.21	Micro-Cracking Cement Treated Base	SY	3,488	\$ 3.32	\$ 11,580.16
19	10-1.21	Earthwork Export - Revocable Item	CY	50	\$ 48.00	\$ 2,400.00
20	10-1.22	Cold Milling Asphalt Pavement	SY	323	\$ 12.00	\$ 3,876.00
21	10-1.23	Crack Sealing	LF	753	\$ 12.13	\$ 9,133.89
22	10-1.24	Type II Slurry Seal	SY	3,694	\$ 4.83	\$ 17,842.02
23	10-1.25	Hot Mix Asphalt Concrete	Ton	431	\$ 118.00	\$ 50,858.00
24	10-1.26	Drop Inlet	EA	5	\$ 2,215.59	\$ 11,077.95
25	10-1.26	Storm Drain Pipe	LF	134	\$ 78.66	\$ 10,540.44
26	10-1.26	Sub-Drain Pipe	LF	210	\$ 11.40	\$ 2,394.00
27	10-1.27	PCC Curb	LF	1,358	\$ 25.00	\$ 33,950.00
28	10-1.27	PCC Curb - Flush with Pavement	LF	797	\$ 20.00	\$ 15,940.00
29	10-1.28	PCC Sidewalk	SF	270	\$ 14.00	\$ 3,780.00
30	10-1.29	Chain Link Fence	LF	173	\$ 33.00	\$ 5,709.00
31	10-1.30	Parking Lot Striping	LF	3,731	\$ 0.56	\$ 2,089.36
32	10-1.30	Caltrans Detail 22	LF	65	\$ 2.30	\$ 149.50
33	10-1.30	Parking Lot Pavement Markings	SF	449	\$ 8.63	\$ 3,874.87
34	10-1.30	"COMPACT" Pavement Marking	EA	37	\$ 5.75	\$ 212.75
35	10-1.30	Red Painted Curb	LF	233	\$ 1.15	\$ 267.95
36	10-1.30	Parking Curb	EA	56	\$ 46.00	\$ 2,576.00
37	10-1.31	2-inch C PVC Conduit in Trench & Backfill	LF	1,220	\$ 25.00	\$ 30,500.00
38	10-1.31	2-inch C Terminate Conduit	EA	44	\$ 11.50	\$ 506.00
39	10-1.31	3-inch C PVC Conduit in Trench & Backfill	LF	860	\$ 16.10	\$ 13,846.00
40	10-1.31	3-inch C Terminate Conduit	EA	40	\$ 17.25	\$ 690.00
41	10-1.31	#10 Solid Copper Conductor	LF	1,550	\$ 0.98	\$ 1,519.00
42	10-1.31	#6 Stranded Copper Conductor	LF	3,700	\$ 1.33	\$ 4,921.00
43	10-1.31	#10 Bare Copper Conductor (Ground)	LF	770	\$ 0.98	\$ 754.60
44	10-1.31	#6 Bare Copper Conductor (Ground)	LF	1,050	\$ 1.27	\$ 1,333.50
45	10-1.31	#5 Pull Box w/ Standard Cover	EA	23	\$ 575.00	\$ 13,225.00
46	10-1.31	PG&E No. 2 Box	EA	1	\$ 724.50	\$ 724.50
47	10-1.31	McCain Pull Box Security Kit	EA	20	\$ 484.15	\$ 9,683.00
48	10-1.31	Type III-AF Service Cabinet	EA	1	\$ 3,611.00	\$ 3,611.00
49	10-1.31	Foundation for Type III-AF Service Cabinet (incl. ground rod)	EA	1	\$ 1,759.50	\$ 1,759.50
50	10-1.31	Remove Existing Service Cabinet	EA	1	\$ 1,236.25	\$ 1,236.25

Item	Specification Section	Description	Unit	Quantity	Unit Price	Total
51	10-1.31	PEC Adapter (pole top)	EA	12	\$ 184.00	\$ 2,208.00
52	10-1.31	Parking Lot Lighting Foundation	EA	12	\$ 2,300.00	\$ 27,600.00
53	10-1.31	Parking Lot Single Luminaire and Pole Assembly	EA	5	\$ 6,440.00	\$ 32,200.00
54	10-1.31	Parking Lot Duplex Luminaire and Pole Assembly	EA	7	\$ 8,740.00	\$ 61,180.00
55	10-1.31	Concrete Housekeeping Pad	EA	13	\$ 1,610.00	\$ 20,930.00
56	10-1.31	Type 35 CCTV Pole and Foundation	EA	1	\$ 5,175.00	\$ 5,175.00
57	10-1.32	ADA Parking Sign Set	EA	6	\$ 133.00	\$ 798.00
58	10-1.32	"No Parking" Sign	EA	3	\$ 133.00	\$ 399.00
59	10-1.32	"STOP" Sign	EA	2	\$ 133.00	\$ 266.00
						\$ 662,794.40

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

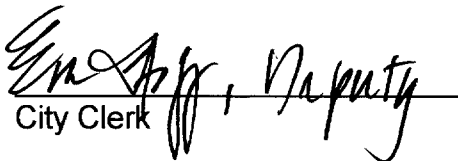
V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

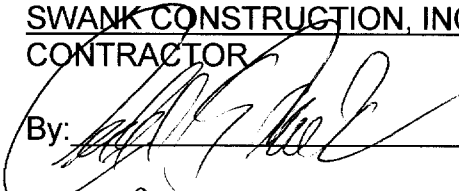
WITNESS:

CITY OF FAIRFIELD

  
City Clerk

By:   
City Manager *COM*  
**Sean P. Quinn**

SWANK CONSTRUCTION, INC.  
CONTRACTOR

By:   
*President*  
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: B, A  
b. Number: 559490  
c. Expiration Date: 3/31/2015  
FEI Number: 68-0164454



Bond # 105993287

Premium: Included

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Swank Construction, Inc.  
222 Bella Vista Road

Vacaville, CA 95687

*(Name and address of Contractor)*

("Contractor"), a contract (the "Contract") for the work described as follows:

**OLIVER ROAD PARK & RIDE IMPROVEMENT PROJECT**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_  
Travelers Casualty and Surety Company of America

111 California Street, #300, San Francisco, CA 94111

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Six Hundred Sixty  
Two Thousand, Seven Hundred Ninety Four and 40/100

Dollars (\$ 662,794.40 ), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 12, 2014

"Contractor"

Swank Construction, Inc.

By: [Signature]

Title

By: \_\_\_\_\_

Title

"Surety"

Travelers Casualty and

Surety Company of America

By: [Signature]

Title Richard L. Milsner  
Attorney-in-Fact

By: \_\_\_\_\_

Title

(Seal)

(Seal)

*Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 222106

Certificate No. 003480376

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Richard L. Milsner, and Susan Calvert

of the City of Walnut Creek, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of February, 2010.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: \_\_\_\_\_

George W. Thompson, Senior Vice President

On this the 4th day of February, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On June 12, 2014 before me, Susan Calvert, Notary Public

personally appeared Richard L. Milner



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan Calvert

Place Notary Seal Above

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Solano

On June 17, 2014 before me, Rhonda Hunt, Notary Public  
Date Here Insert Name and Title of the Officer

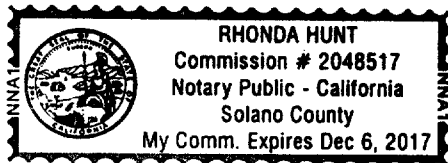
personally appeared Gerald E. Swank  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rhonda Hunt  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Payment Bnd

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Bond #105993287

Premium: \$5763.

### PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Swank Construction, Inc.  
222 Bella Vista Road  
Vacaville, CA 95687

*(Name and address of Contractor)*

("Contractor") a contract (the "Contract") for the work described as follows:

#### OLIVER ROAD PARK & RIDE IMPROVEMENT PROJECT

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_  
Travelers Casualty and Surety Company of America  
100 California Street, #300, San Francisco, CA 94111

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Six Hundred Sixty  
Two Thousand, Seven Hundred Ninety Four and 40/100

Dollars (\$ 662,794.40 ), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 12, 2014

"Contractor"

Swank Construction, Inc.

By: 

Title

By: \_\_\_\_\_

Title

(Seal)

"Surety"

Travelers Casualty and

Surety Company of America

By: 

Title Richard L. Milsner

Attorney-in-Fact

By: \_\_\_\_\_

Title

(Seal)

*Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 222106

Certificate No. 003480377

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Richard L. Milsner, and Susan Calvert

of the City of Walnut Creek, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of February, 2010.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: George W. Thompson  
 George W. Thompson, Senior Vice President

On this the 4th day of February, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public



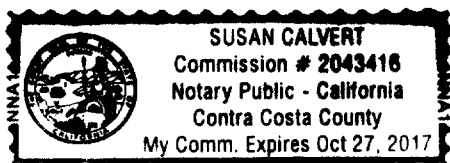
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On June 12, 2014 before me, Susan Calvert, Notary Public

personally appeared Richard L. Milner



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan Calvert

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Solano

On June 17, 2014 before me, Rhonda Hunt, Notary Public  
Date Here Insert Name and Title of the Officer

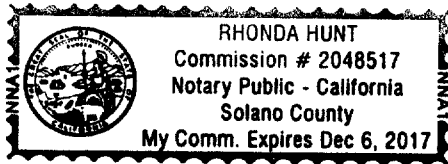
personally appeared Gerald E. Suruk  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rhonda Hunt  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

### EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

**Please complete the following:** (To be complete by the department)

Department: \_\_\_\_\_ Date of Contract: \_\_\_\_\_  
Authorized by Res. No.: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
Person Reviewing EDD Requirements: \_\_\_\_\_ Phone: \_\_\_\_\_

**EDD REPORTING REQUIREMENTS.** When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

\*\*\*\*\*

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

**BOX 1**

NAME AND ADDRESS	
FULL NAME	Swank Construction, Inc.
ADDRESS	222 Bella Vista Rd.
CITY, STATE, ZIP	Vacaville, CA 95687

AND

**BOX 2**

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	68-0164454
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

PROPOSAL

**OLIVER ROAD PARK & RIDE IMPROVEMENT PROJECT**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within FIFTEEN (15) working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he/she will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **seventy five (75) working days** from the date of said written notice to proceed and shall provide landscape maintenance for a period of **ninety (90) calendar days** from the date the construction of the project is deemed substantially complete and the landscape has been satisfactorily installed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in

compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Signed addenda are to be included with this Proposal. Bidder acknowledges receipt of the following addenda:

#1 5/5/14  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**City of Fairfield**  
**OLIVER ROAD PARK AND RIDE IMPROVEMENT PROJECT**

**ADDENDUM NUMBER 1**

Date: May 5, 2014

**TO ALL PROSPECTIVE BIDDERS:**

The City of Fairfield (City), located at 1000 Webster Street, Fairfield, California 94533, hereby issues this addendum to the above-stated project and contract.


Bidders are instructed to submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract, and the contract documents to be executed will contain a copy of this addendum.


Any references to page numbers in this addendum are included to assist Bidders in posting the changes in this addendum to the original bidding documents. In cases of conflict between the page reference and the description of the change, the description shall take precedence.

The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal and attach this signed Addendum Cover Sheet to the Bidder's Proposal when submitted.

APPROVED:

ACKNOWLEDGEMENT:

  
Kevin Berryhill, PE  
Assistant Director of Public Works/  
City Engineer

  
CONTRACTOR

---

**BIDDER: Return a signed copy of THIS PAGE (only) of this addendum with your proposal, unless directed otherwise. Please insert it and all other addenda signature pages, if any, in numerical order, loosely behind the Proposal signature page in the Proposal and Contract book. Failure to thus acknowledge receipt of and include the provisions of this addendum in your proposal will be just cause for considering your bid to be non-responsive.**

---

## DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

**The Contractor shall identify their authorized construction and demolition waste collection and recyclable hauler as a subcontractor.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
1) Cima's Landscape & Maintenance Rancho Cordova	536453	Landscape	16%
2) Skaggs Trucking Fairfield		Certified Hauler	1.5%
3) Lawler + Stanz Martinez	511870	UG utilities	6%
4) Central Fence Company Sacramento	281556	Fencing	0.7%
5) Sierra Striping Inc. Roseville	651790	Striping <del>Paint</del>	1.4%

Note: Attach additional sheets if required

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The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
1) W. Bradley Electric Novato	390741	Electrical	30%
2) <del>Griffin Soil</del> <del>Walnut Creek</del>	<del>791232</del>	<del>Full Depth Rectama</del> <del>tion</del>	
3) Solano Garbage / Republic Services Fairfield		Debris Box Provider	<del>15</del> 1/2%
4) B & B Asphalt Sacramento	590302	Asphalt	6%
5) SNC (Sierra Nevada Construction) Sacramento	593393	Seal	3.5%

Note: Attach additional sheets if required



## DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

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Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
1) Center Point Engineering Roseville	LS 6947 RCE 49150	Surveying	6%
2) Western Stabilization Dixon	642928	Full Depth Reclamation	3%
3)			
4)			
5)			

Note: Attach additional sheets if required

# OLIVER ROAD PARK & RDE IMPROVEMENT PROJECT

## Bid Items

Item	Specification Section	Description	Unit	Quantity	Unit Price	Total
1	10-1.08	Mobilization and Demobilization	LS	1	\$ 8000	\$ 8000
2	10-1.12	Water Pollution Control	LS	1	\$ 4000	\$ 4000
3	10-1.13	Demolition	LS	1	\$ 38000	\$ 38000
4	10-1.15	Clearing and Grubbing	LS	1	\$ 3000	\$ 3000
5	10-1.16	Soil Preparation	SF	11,200	\$ 5	\$ 5600.00
6	10-1.16	Soil Import	CY	65	\$ 98.35	\$ 6392.75
7	10-1.16	Fine Grading Landscape Areas	SF	11,200	\$ .70	\$ 7840.00
8	10-1.16	24-Inch Box Tree	EA	39	\$ 373.75	\$ 14576.75
9	10-1.16	1-Gallon Shrub/Ground Cover	EA	439	\$ 10.64	\$ 4670.96
10	10-1.16	5-Gallon Shrub/Ground Cover	EA	448	\$ 25.30	\$ 11334.40
11	10-1.16	5-Gallon Vine	EA	7	\$ 32.20	\$ 225.40
12	10-1.16	Mulch	SF	11,200	\$ .75	\$ 8400.00
13	10-1.17	Swale and Bio-Detention Swale	SY	594	\$ 41.10	\$ 24413.40
14	10-1.18	Irrigation	LS	1	\$ 68000	\$ 68000.00
15	10-1.19	Utility Trench Repair	LF	770	\$ 15	\$ 11550.00
16	10-1.21	Full-Depth Reclamation with Portland Cement (11-inch Depth)	SY	3,488	\$ 4	\$ 13952.00
17	10-1.21	Portland Cement for Full Depth Reclamation	Ton	69	\$ 138	\$ 9522.00
18	10-1.21	Micro-Cracking Cement Treated Base	SY	3,488	\$ 3.32	\$ 11580.16
19	10-1.21	Earthwork Export - Revocable Item	CY	50	\$ 48	\$ 2400.00
20	10-1.22	Cold Milling Asphalt Pavement	SY	323	\$ 12	\$ 3876.00
21	10-1.23	Crack Sealing	LF	753	\$ 12.13	\$ 9133.89
22	10-1.24	Type II Slurry Seal	SY	3,694	\$ 4.83	\$ 17842.02
23	10-1.25	Hot Mix Asphalt Concrete	Ton	431	\$ 118	\$ 50858.00
24	10-1.26	Drop Inlet	EA	5	\$ 2215.59	\$ 11077.95
25	10-1.26	Storm Drain Pipe	LF	134	\$ 78.66	\$ 10540.44
26	10-1.26	Sub-Drain Pipe	LF	210	\$ 11.40	\$ 2394.00
27	10-1.27	PCC Curb	LF	1,358	\$ 25	\$ 33950.00
28	10-1.27	PCC Curb - Flush with Pavement	LF	797	\$ 20	\$ 15940.00
29	10-1.28	PCC Sidewalk	SF	270	\$ 14	\$ 3780.00
30	10-1.29	Chain Link Fence	LF	173	\$ 33	\$ 5709.00
31	10-1.30	Parking Lot Striping	LF	3,731	\$ .56	\$ 2089.36
32	10-1.30	Caltrans Detail 22	LF	65	\$ 2.30	\$ 149.50
33	10-1.30	Parking Lot Pavement Markings	SF	449	\$ 8.63	\$ 3874.87
34	10-1.30	"COMPACT" Pavement Marking	EA	37	\$ 5.75	\$ 212.75
35	10-1.30	Red Painted Curb	LF	233	\$ 1.15	\$ 267.95
36	10-1.30	Parking Curb	EA	56	\$ 46	\$ 2576.00
37	10-1.31	2-inch C PVC Conduit in Trench & Backfill	LF	1,220	\$ 25	\$ 30500.00
38	10-1.31	2-inch C Terminate Conduit	EA	44	\$ 11.50	\$ 506.00
39	10-1.31	3-inch C PVC Conduit in Trench & Backfill	LF	860	\$ 16.10	\$ 13846.00
40	10-1.31	3-inch C Terminate Conduit	EA	40	\$ 17.25	\$ 690.00
41	10-1.31	#10 Solid Copper Conductor	LF	1,550	\$ .98	\$ 1519.00
42	10-1.31	#6 Stranded Copper Conductor	LF	3,700	\$ 1.33	\$ 4921.00
43	10-1.31	#10 Bare Copper Conductor (Ground)	LF	770	\$ .98	\$ 754.60
44	10-1.31	#6 Bare Copper Conductor (Ground)	LF	1,050	\$ 1.27	\$ 1333.50
45	10-1.31	#5 Pull Box w/ Standard Cover	EA	23	\$ 575	\$ 13225.00
46	10-1.31	PG&E No. 2 Box	EA	1	\$ 724.50	\$ 724.50
47	10-1.31	McCain Pull Box Security Kit	EA	20	\$ 484.15	\$ 9683.00
48	10-1.31	Type III-AF Service Cabinet	EA	1	\$ 3611.00	\$ 3611.00
49	10-1.31	Foundation for Type III-AF Service Cabinet (incl. ground rod)	EA	1	\$ 1759.50	\$ 1759.50
50	10-1.31	Remove Existing Service Cabinet	EA	1	\$ 1236.25	\$ 1236.25
51	10-1.31	PEC Adapter (pole top)	EA	12	\$ 184	\$ 2208.00
52	10-1.31	Parking Lot Lighting Foundation	EA	12	\$ 2300.00	\$ 27600.00
53	10-1.31	Parking Lot Single Luminaire and Pole Assembly	EA	5	\$ 6440.00	\$ 32200.00
54	10-1.31	Parking Lot Duplex Luminaire and Pole Assembly	EA	7	\$ 8740.00	\$ 61180.00
55	10-1.31	Concrete Housekeeping Pad	EA	13	\$ 1610.00	\$ 20930.00
56	10-1.31	Type 35 CCTV Pole and Foundation	EA	1	\$ 5175.00	\$ 5175.00
57	10-1.32	ADA Parking Sign Set	EA	6	\$ 133	\$ 798.00
58	10-1.32	"No Parking" Sign	EA	3	\$ 133	\$ 399.00
59	10-1.32	"STOP" Sign	EA	2	\$ 133	\$ 266.00

Total Bid \$ 657,794.90

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

Griffin Soil  
Oliver Rd Park & Ride

# FULL DEPTH RECLAMATION EXPERIENCE MATRIX

In accordance with Instruction to Bidders, Paragraph 3.d the following list of full-depth reclamation (FDR) projects is submitted with the proposal and made a part thereof. If this information is not included with the bid, the bid will be deemed non-responsive and not considered in the Contractor selection.

The project name, size and location, client contact information, including phone number is as follows:

Project Name and Address	Area and Depth of FDR Section	Client Contact Information; Name and Address	Phone Number
1) Merced Falls, Olive Ave. Merced, CA	152,520 sq ft 59% 18"	Teichert Construction PO Box 520, Fowler, CA	559-813-3100
2) Costa Ave. Sewer Replacn. Costa Ave & 18th St. Richmond	84,916 sq ft 59% 12" 79,471 sq ft 49% 16"	Chilotti Brothers 525 Jacobi St. San Rafael	415-454-7011
3) 11th Ave Widening / Hanford Hume Ave / Houston Ave	17,000 sq ft 4.5% 6" 177,354 sq ft 4.58"	Agge Construction PO Box 624 Clovis, CA	559-299-3290
4) Blackstone & Meritt Ave. Tulare	95,800 sq ft 49% 18"	Jim Crawford Construct. 1189 Hobbs, Clovis, CA	559-299-0306

- 1) owner - County of Merced  
Al Buenrostro  
209-385-1601  
abuenrostro@co.mercedca.us
- 2) owner - City of Richmond  
Keith Lawson  
510-385-4047  
Keith.lawson@ci.richmond.ca.us
- 3) owner - City of Hanford  
Lisa Dock  
559-585-2555  
ldock@ci.hanford.ca.us
- 4) owner - City of Tulare  
40 Jim Crawford  
559-299-0306

### FULL DEPTH RECLAMATION EXPERIENCE MATRIX

In accordance with Instruction to Bidders, Paragraph 3.d the following list of full-depth reclamation (FDR) projects is submitted with the proposal and made a part thereof. If this information is not included with the bid, the bid will be deemed non-responsive and not considered in the Contractor selection.

The project name, size and location, client contact information, including phone number is as follows:

Project Name and Address	Area and Depth of FDR Section	Client Contact Information; Name and Address	Phone Number
1) (See Attached)			
2)			
3)			
4)			

## REFERENCES FOR CONSTRUCTION PROJECTS COMPLETED

BIDDER: Western Stabilization

OLIVER PARK R.D.

Contact names and phone numbers must be current and verifiable

### References will be contacted and interviewed

(If the City is unable to contact a reference at the given phone number, the reference will not be used or considered in the evaluation)

Copy this sheet as necessary and provide the following information regarding:

3. The five (5) largest FULL DEPTH REHABILITATION WITH CEMENT PROJECTS completed within the last three (3) years. Projects listed shall be the same type of work as the project in which the bidder is submitting this bid proposal.

Project Name: I-5 Harlan Rd, Louise Lane Interchange

Location: Lathrop

Owner: City of Lathrop

Contact: \_\_\_\_\_ Phone: (209) 941-7430 Email: \_\_\_\_\_

Owner's Engineer: \_\_\_\_\_

Owner's Construction Manager: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project, Scope of Work Performed: Pulverize and Recycle AC 6,066 SY

Performed Work as: ☐ Prime Contractor ☒ Sub-Contractor to Prime: Granite Construction  
(209) 982-4750

Total Construction Contract Amount: \$43,947.56

Total Construction Contract Change Orders: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_ Actual Completion Date: 6/10/10 2 working days

Extension Time Granted (Number of Working Days): none

Number of and Type of call backs to repair defective work: none

## REFERENCES FOR CONSTRUCTION PROJECTS COMPLETED

BIDDER: Western Stabilization

Contact names and phone numbers must be current and verifiable

**References will be contacted and interviewed**

(If the City is unable to contact a reference at the given phone number,  
the reference will not be used or considered in the evaluation)

Copy this sheet as necessary and provide the following information regarding:

3. The five (5) largest FULL DEPTH REHABILITATION WITH CEMENT PROJECTS completed within the last three (3) years. Projects listed shall be the same type of work as the project in which the bidder is submitting this bid proposal.

Project Name: Southeast McCarran Blvd Ph One

Location: SE McCarran (From Mira Loma to S Virginia) Reno, NV

Owner: Regional Transportation Commission

Contact: Brenda Lee Phone: (775) 348-0171 Email:

Owner's Engineer:

Owner's Construction Manager:  Phone:

Description of Project, Scope of Work Performed: Cement Treat Base 68,725 SY

Performed Work as: ☐ Prime Contractor ☒ Sub-Contractor to Prime: Granite Construction  
(775) 358-8792

Total Construction Contract Amount: \$74,977.90

Total Construction Contract Change Orders:

Scheduled Completion Date:  Actual Completion Date: 9/8/12 17 working days

Extension Time Granted (Number of Working Days): none

Number of and Type of call backs to repair defective work: none

## REFERENCES FOR CONSTRUCTION PROJECTS COMPLETED

BIDDER: Western Stabilization

Contact names and phone numbers must be current and verifiable

### References will be contacted and interviewed

(If the City is unable to contact a reference at the given phone number,  
the reference will not be used or considered in the evaluation)

Copy this sheet as necessary and provide the following information regarding:

3. The five (5) largest FULL DEPTH REHABILITATION WITH CEMENT PROJECTS completed within the last three (3) years. Projects listed shall be the same type of work as the project in which the bidder is submitting this bid proposal.

Project Name: County Road 140 Widening/Rehab WO#4558

Location: Clarksburg

Owner: County of Yolo Dept of Public Works

Contact: \_\_\_\_\_ Phone: 530-666-8811 Email: \_\_\_\_\_

Owner's Engineer: \_\_\_\_\_

Owner's Construction Manager: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project, Scope of Work Performed: FDR, Pulverize 40,110 SY

Performed Work as: ☐ Prime Contractor ☒ Sub-Contractor to Prime: Tom May Construction  
(209) 943-6248

Total Construction Contract Amount: \$140,389.45

Total Construction Contract Change Orders: \$1,286.20

Scheduled Completion Date: \_\_\_\_\_ Actual Completion Date: 5/19/11 8 working days

Extension Time Granted (Number of Working Days): none

Number of and Type of call backs to repair defective work: none

## REFERENCES FOR CONSTRUCTION PROJECTS COMPLETED

BIDDER: Western Stabilization

Contact names and phone numbers must be current and verifiable

**References will be contacted and interviewed**

(If the City is unable to contact a reference at the given phone number,  
the reference will not be used or considered in the evaluation)

Copy this sheet as necessary and provide the following information regarding:

3. The five (5) largest FULL DEPTH REHABILITATION WITH CEMENT PROJECTS completed within the last three (3) years. Projects listed shall be the same type of work as the project in which the bidder is submitting this bid proposal.

Project Name: County Road 22 Widening/Rehab WO#4568 & 4575

Location: Yolo County near West Sacramento

Owner: County of Yolo Dept of Public Works

Contact: \_\_\_\_\_ Phone: 530-666-8811 Email: \_\_\_\_\_

Owner's Engineer: \_\_\_\_\_

Owner's Construction Manager: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project, Scope of Work Performed: FDR 50569 SY, Pulverize 17121 SY

Performed Work as: ☐ Prime Contractor ☒ Sub-Contractor to Prime: Argonaut Constructors  
(707) 542-4862

Total Construction Contract Amount: \$48,812.73

Total Construction Contract Change Orders: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_ Actual Completion Date: 8/3/11 6 working days

Extension Time Granted (Number of Working Days): none

Number of and Type of call backs to repair defective work: none



## REFERENCES FOR CONSTRUCTION PROJECTS COMPLETED

BIDDER: Western Stabilization

Contact names and phone numbers must be current and verifiable

### References will be contacted and interviewed

(If the City is unable to contact a reference at the given phone number, the reference will not be used or considered in the evaluation)

Copy this sheet as necessary and provide the following information regarding:

3. The five (5) largest FULL DEPTH REHABILITATION WITH CEMENT PROJECTS completed within the last three (3) years. Projects listed shall be the same type of work as the project in which the bidder is submitting this bid proposal.

Project Name: PS10-19 Harlan Rd Rehab Ph 1

Location: Harlan Road, Lathrop

Owner: City of Lathrop

Contact: \_\_\_\_\_ Phone: (209) 941-7430 Email: \_\_\_\_\_

Owner's Engineer: Ruark & Associates

Owner's Construction Manager: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project, Scope of Work Performed: Pulverize and Recycle AC 9,647 SY

Performed Work as: ☐ Prime Contractor ☒ Sub-Contractor to Prime: Teichert Construction  
(209) 983-2300

Total Construction Contract Amount: \$69,921.36

Total Construction Contract Change Orders: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_ Actual Completion Date: 9/5/10 4 working days

Extension Time Granted (Number of Working Days): none

Number of and Type of call backs to repair defective work: none

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID

Gerald E Swank, being first duly sworn, deposes and says that he ~~or she~~  
is President of Swank Construction, Inc.  
the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any  
undisclosed person, partnership, company, association, organization, or corporation; that the bid  
is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or  
solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded,  
conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that  
anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly,  
sought by agreement, communication, or conference with anyone to fix the bid price of the  
bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of  
that of any other bidder, or to secure any advantage against the public body awarding the  
contract of anyone interested in the proposed contract; that all statements contained in the bid  
are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price  
or any breakdown thereof, or the contents thereof, or divulged information or data relative  
thereto, or paid, and will not pay, any fee to any corporation, partnership, company association,  
organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham  
bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct.

MAY 7 2014  
(Date)

  
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

State of California

County of

Solano

SS.

**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT**

On

May 7, 2014

Date

, before me,

Ana Pellecer

Printed Name of Notary Public

personally appeared

Gerald Eldon Swank

Printed Name(s) of Signer(s)

☐ personally known to me - or -

☒ proved to me on the basis of satisfactory evidence:

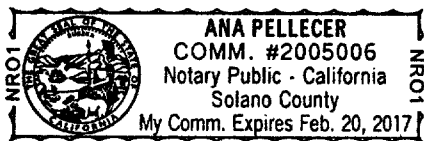
☒ form(s) of identification

COL K0739261 x 5-23-18

☐ credible witness(es)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Ana Pellecer  
Signature of Notary Public

(Seal)

**OPTIONAL INFORMATION**

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

**Description of Attached Document**

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of

Noncollusion

Affidavit

containing 1 pages, and dated

May 7, 2014

The signer(s) capacity or authority is/are as:

☐ Individual(s)

☐ Attorney-in-Fact

☐ Corporate Officer(s)

Title(s)

☐ Guardian/Conservator

☐ Partner - Limited/General

☐ Trustee(s)

☐ Other:

representing:

Name(s) of Person(s) or Entity(ies) Signer is Representing

☐ Additional Signer(s)

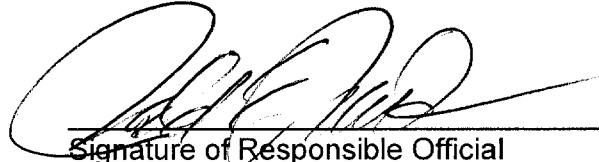
☐ Signer(s) Thumbprint(s)

☐ Other

Swank Construction, Inc.  
Name of Firm

222 Bella Vista Rd. Vacaville, CA  
Business Address 95687

(707) 446-8808  
Phone Number

  
Signature of Responsible Official  
Gerald E Swank

Contractor's License:  
a. Class: B A  
b. Number: 559490  
c. Expiration Date: 3/31/2015

FEI Number: 68-0164454

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Swank Construction, Inc.  
a California corporation  
Gerald E Swank, President  
Gerald E Swank, Secretary  
Gerald E Swank, Treasurer

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**OLIVER ROAD PARK & RIDE IMPROVEMENT PROJECT**

WHEREAS Swank Construction, Inc.  
222 Bella Vista Rd., Vacaville, CA 95687  
*(Name and address of Bidder)*

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Travelers Casualty and Surety Company of America  
100 California Street, #300, San Francisco, CA 94111  
*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten Percent  
of Amount Bid

Dollars (\$ 10%), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 1, 2014

"Contractor"

Swank Construction, Inc.

By: [Signature]

Title

President

By: \_\_\_\_\_

Title

"Surety"

Travelers Casualty and  
Surety Company of America

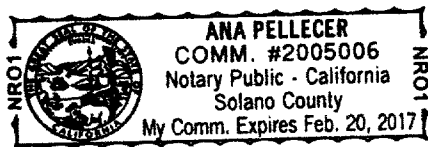
By: [Signature]

Title

Richard L. Milsner  
Attorney-in-Fact

By: \_\_\_\_\_

Title



(Seal)

(Seal)

*Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*



## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222106

Certificate No. 003480369

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Richard L. Milsner, and Susan Calvert

of the City of Walnut Creek, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of February, 2010.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By: George W. Thompson  
George W. Thompson, Senior Vice President

On this the 4th day of February, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2011.



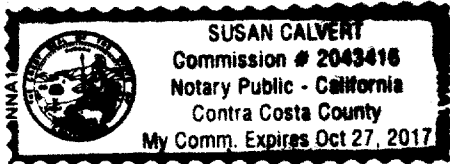
Marie C. Tetreault  
Marie C. Tetreault, Notary Public

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On May 1, 2014 before me, Susan Calvert, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Richard L. Milsher  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan Calvert  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



State of California

County of Solano

SS.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On May 8, 2014, before me, Ana Pellecer,  
Date Printed Name of Notary Public

personally appeared Gerald Eldon Swank,  
Printed Name(s) of Signer(s)

☐ personally known to me - or -

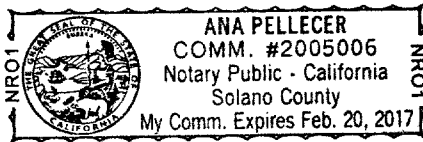
☒ proved to me on the basis of satisfactory evidence:

☒ form(s) of identification CDL K 0739261 x 5-23-2018

☐ credible witness(es) \_\_\_\_\_

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Ana Pellecer  
Signature of Notary Public

(Seal)

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bid Bond

containing 2 pages, and dated May 1, 2014

The signer(s) capacity or authority is/are as:

☐ Individual(s)

☐ Attorney-in-Fact

☐ Corporate Officer(s) \_\_\_\_\_  
Title(s)

☐ Guardian/Conservator

☐ Partner - Limited/General

☐ Trustees(s)

☐ Other \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Represented

☐ Additional Signer(s)

☐ Signer(s) Thumbprint(s)

☐ Other

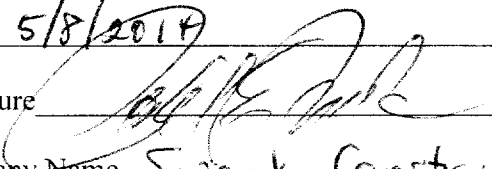
## ***FEDERAL CERTIFICATIONS***

**BUY AMERICA CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL,  
IRON, OR MANUFACTURED PRODUCTS**

***Certificate of Compliance with 49 U.S.C. 5323(j)(1)***

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 5/8/2014

Signature  GERALD E. SWANK

Company Name Swank Construction, Inc.

Title President

***Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)***

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

## LOBBYING CERTIFICATION

The undersigned Gerald E Swank certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

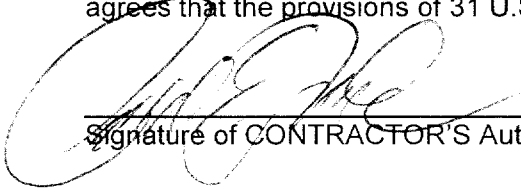
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONTRACTORS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, Swank Construction, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of CONTRACTOR'S Authorized Official

Gerald E Swank, President  
\_\_\_\_\_  
Name and Title of CONTRACTOR'S Authorized Official

5/8/2014 Date

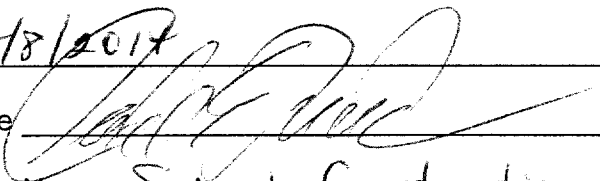
## **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

### **Instructions for Certification**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Fairfield may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to City of Fairfield if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact City of Fairfield for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Fairfield.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Fairfield may pursue available remedies including suspension and/or debarment.

**"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION"**

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date 5/8/2017  
Signature   
Company Name Swank Construction, Inc.  
Title President

# **CERTIFICATION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM/EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title 49, Code of Federal Regulations, Part 26, California Public agreements Code Section 10115, and other applicable Disadvantaged Business Enterprise ("DBE") and Equal Employment Opportunity ("EEO") rules and regulations, the CONTRACTOR declares that it had made a good faith effort to comply with established DBE goals, and that it has made a good faith effort meet established EEO goals, as evidenced below:

1. CONTRACTOR'S overall DBE participation rate: \_\_\_\_\_

2. Names/Locations of DBEs contacted by CONTRACTOR:

\*

3. Names/Locations of DBEs selected by CONTRACTOR:

\*

4. CONTRACTOR'S work force breakdown by race and gender:

TOTAL EMPLOYEES as of 5/5/2014

JOB CATEGORIES

EMPLOYEES

	Male					Female				
	Wht	Blk	Hsp	Asn	Nat	Wht	Blk	Hsp	Asn	Nat
Officials & Managers:	2					1				
Professional:										
Technical:										
Sales:	1									
Office/Clerical:						1				
Craftsmen:	2		1							
Laborers:	1									
Service:										

Note: The above DBE/EEO Affidavit is part of CONTRACTOR'S Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this DBE/EEO Affidavit.

SIGNATURE

DATE

5/8/2014

TITLE President

COMPANY NAME

Swank Construction, Inc.

\* per the specs for this project, Oliver Rd Park + Ride,  
Good Faith documentation not due until 4<sup>th</sup> business  
day after bid opening, if <sup>bidder is</sup> apparent low, second or third.